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Civilian Personnel

Advanced Labor Negotiations Techniques

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SUMMARY of CHANGE

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Advanced Labor Negotiations Techniques

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Civilian Personnel

Advanced Labor Negotiations Techniques

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agreements in negotiations with Federal employee labor organizations. It focuses on advanced techniques which can improve the bargaining skills of experienced negotiators. It can also be used as the basis for locally administered labor relations training (charts and workshop exercise materials are enclosed as appendixes).

Applicability. This pamphlet applies to the Active Army, and the U.S. Army Reserve (USAR). Specifically, this pamphlet applies to Army managers and staff officials charged with labor relations responsibilities.

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Chapter 1 Introduction

1-1. Purpose

This pamphlet provides guidance to experienced labor negotiators regarding advanced negotiations techniques. It is intended to aid Army managers and staff officials in carrying out their labor relations responsibilities. This pamphlet may also be the basis for locally administered training. Charts and a Workshop exercise are contained in appendixes B and D.

1-2. Abbreviations and Terms

FLRA—The Federal Labor Relations Authority (also referred to as “The Authority”)

FMCS—The Federal Mediation and Conciliation Service (also referred to as “The Service”)

FSIP—The Federal Service Impasses Panel (also referred to as “The Panel”)

Title VII—Title VII of the Civil Service Reform Act (which has been incorporated into title 5, United States Code at USC 7101 et seq.)

The Statute—Chapter 71 of title 5 of the United States Code (may be cited as 5 USC 7101 et seq.)

Impasse—A stalemate in negotiations

Negotiability Dispute—A question as to whether a union proposal conflicts with law, rule, or regulation

1-3. Approach and Theoretical Base

a. This pamphlet is directed at individuals who know something about the negotiations process: the importance of preparation, the mechanics, some of the techniques. It focuses on the process of negotiations to discover how to develop and use strategies and tactics that will make negotiations more effective.

b. In analyzing the negotiations process, the conceptual approach will be eclectic, but the emphasis will be primarily on behavioral theory. While various economic and game theories have been and are used to analyze collective bargaining, those theories tend to have diminished usefulness where economic issues are not paramount. Behavioral theories, on the other hand seem to best describe the dynamics of Federal sector collective bargaining. The behavioral approach, unlike economic and game theories, focuses on the motivation of the individual in the process. Further, the behavioral model is more compatible with the collaborative or “win-win” philosophy of collective bargaining, which offers significant possibilities for improving bargaining effectiveness.

c. This examination of the collective bargaining process arbitrarily divides that process into five areas: philosophy, objectives, organization, planning, and tactics. (Figure 1, appendix B).

1-4. Philosophy

The character of any given negotiation is determined by a variety of factors, some of them based on objective circumstances such as the relative power of the participants. At least as important as objective circumstances, however, are the collective bargaining philosophies of the participants. Inevitably, the negotiations process is shaped by the way the parties see that process. It is important, therefore, to critically examine our philosophical view of negotiations and to ask ourselves whether that view is consistent with successful bargaining.

a. **“Win—Lose” Negotiations.** To what would you compare collective bargaining negotiations? If you view negotiations as a zero sum game in which one side must win and the other side must lose, you have plenty of company. This is still a common, and in some circumstances valid, perception of the process. It doesn’t always have to be that way, however, and, in many situations, it definitely shouldn’t be that way. The classic example of unsuccessful win-lose negotiations is the Versailles Treaty which ended World War I. Virtually dictated by the Allied Powers based on their superior bargaining position, the treaty demilitarized Germany and imposed burdensome reparations on her. Many experts see the Versailles Treaty to be a major cause of the rise of the Nazis and holocaust of World War II. A modern example can be seen in the steel industry in the United States. The steel workers union has used its economic muscle over the years to extract high wages and good benefits from the steel companies. Partially as a result of high labor costs, however, thousands of US jobs have been exported to more efficient European and Japanese producers. Who has really won here?

b. Closer to home, at an Army installation which shall go unnamed, a clever, aggressive labor relations officer, negotiating with an unsophisticated union president, has obtained a contract extremely favorable to management. The union, however, is extremely bitter about being “taken in” by management and is engaged in a continual letter writing campaign which costs the installation commander and the Department a substantial amount of time and money. Was that contract a winner? Perhaps, but arguably no.

c. **“Win—Win” Negotiations.** A number of experts in the field of negotiations have taken a different view of the process. These people stress cooperation and collaboration as keys to successful negotiations. An analogy consistent with this view is that of a marriage (albeit an imperfect one, based on a shotgun wedding).

d. If you’re married, you don’t have to be told that a lot of negotiations go on in a marriage. Usually, the character of those negotiations is molded by the nature of the relationship. For example, it’s Saturday night and you want to go

to the ballet. But, your spouse is a Capitals fan and wants to go to the hockey game. You each have various leverages and power going for you, but the way you deal with reaching agreement is shaped by the fact that you plan to be living together long after Saturday night. That's also the salient fact about a collective bargaining relationship. The parties are going to be living together for a long time, so it makes sense that they should try to negotiate agreements that they can both live with.

e. Given this point of view, what sort of character do collective bargaining negotiations take on? They become a process in which the participants attempt to identify and satisfy, to the extent possible, the needs of both sides. Gerard Neirenborg describes this process as the "need theory" of negotiations. In his best seller, *You Can Negotiate Anything*, Herb Cohen describes the same process as "collaborative negotiations." The key to success in collaborative negotiations, says Cohen, "...lies in finding out what the other side really wants and showing them a way to get it, while you get what you want."

f. The recent (1982) negotiations between the United Auto Workers and General Motors are a case in point. The parties rediscovered a common interest in the survival of the industry. Once the parties were convinced that that shared interest was in jeopardy they were able to settle on a contract which contributed to the interest of the union in job security and of management in economic concessions, both of which were compatible with the survival of the company.

g. While the record is not entirely clear, indications are that labor relationships based on mutuality tend to work well. For example, thirteen studies conducted by the National Planning Association over a period of years isolated nine factors as contributors to long standing, harmonious relationships between labor and management. Most of those factors had to do with mutuality in the relationship. These were:

- full acceptance of collective bargaining by management;
- full acceptance by the union of private ownership and the importance of successful operation of the company;
- mutual trust and confidence between the parties;
- refusal to engage in legalistic approaches;
- problem centered negotiations, focused on concrete problems rather than abstract issues;
- widespread union/management consultation and highly developed problem sharing.

h. *Causes of Industrial Peace Under Collective Bargaining* Golden-Parker N.Y., Harper & Bros., 1955. (Figure 2, appendix B.)

i. Obviously there must be a catch. We don't just decide to cooperate and suddenly everything works out. A number of factors get in the way of collaborative negotiations. First, it takes two to tango. It's very difficult to cooperate with a labor union that perceives labor relations as war with management as the enemy. Sometimes those perceptions can be changed and sometimes they can't.

j. Second, even where union leadership understands the value of mutuality and collaboration, it's very difficult to take all of the gamesmanship out of the bargaining process. Union officers have constituencies (just as management negotiators do) and a certain amount of posturing may be necessary for political reasons.

k. Finally, labor and management do often have conflicting interests. It is not always possible (perhaps because we lack ingenuity) to find solutions which satisfy both of those interests.

l. Even where we accept the principle of collaboration as desirable and attainable, we must recognize that collaboration will exist within the context of a highly formalized, ritualistic process. The remainder of this pamphlet centers on strategies and tactics for improving the results we achieve through that process.

Chapter 2

Preparing to Negotiate

2-1. Setting Negotiations Objectives

a. Once we have adopted a collective bargaining philosophy, the second component of a negotiations strategy is the identification of negotiations objectives. While this might seem basic, it is often neglected by Federal managers who seem to assume that the preservation of the status quo is the automatic and only management goal. A good contract, however, is just as desirable to the agency as it is to the union. The contract will embody the rules of the relationship between the parties. Contrary to a commonly held misconception, it will not deprive management of any substantial amount of flexibility. By law, the agency may not change negotiable conditions of employment except through the negotiations process. This is true whether there is a contract or not. What the contract does do is to provide some degree of certainty as to what the conditions of employment in the bargaining unit are. That's a valuable function. But, are there other benefits to a contract? Experts believe there are many benefits management can obtain in a contract. Some of them are:

- limitations on the use of official time
- procedures for requesting official time

- provisions on accounting for official time
- impact and implementation bargaining procedures
- pre-filing requirement for ULP charges
- zipper clause
- union good behavior clause
- a clause allowing the agency to cancel past practices inconsistent with the contract
- waivers of union rights to negotiate in various areas (e.g. tour of duty changes)
- an arbitration clause with:
 - the standard of proof the arbitrator must use;
 - the requirement that the arbitrator obtain and use Department of the Army interpretations of Army regulations;
 - an exclusion of selections for promotion, reassignment, etc. from the grievance procedure;
 - an exclusion of decisions to grant performance and suggestion awards from the grievance procedure;
 - a clause requiring the defaulting party to pay any costs resulting from last minute failures to proceed with arbitration
- a requirement that the union protect the confidentiality of information released under 5 USC 7114(b)(4)

b. Whether you have a long laundry list or not, it's important to know what you want from each round of negotiations you enter into. In something as complicated as negotiating a collective bargaining agreement for an Army installation, determining your objectives can, in itself, be a major undertaking. You can't be successful in negotiations, however, unless you know what you want. Your objectives should, therefore, be carefully thought out and specific. For example, one of your primary objectives in the renegotiation of a contract might be to limit the use of government time for purposes other than accomplishing the installation's mission. You might identify a number of supporting objectives such as:

- extend the lunch period (now only 30 minutes) to cut down on employees returning to work late;
- establish firm procedures for requesting and approving the use of official time for union representation purposes;
- impose stricter rules for dealing with tardiness.

Note that none of these are specific proposals. Rather, they focus on objectives which may be met through a variety of proposals. Moreover, the supporting objectives themselves are expendable. Roger Fisher and William Ury of Harvard describe this approach as focusing on interests rather than on positions. They argue that focusing on positions leads to rigidity and deadlock because the parties easily become too committed to their positions to readily move to other options which may support their underlying interests as well or better. Focusing on interests, on the other hand, gives both sides room to examine all of the possible solutions which may support those interests. For example, a union's interest in furthering the financial well being of its members may be met in a number of ways: through increases in basic compensation, increased employer contributions to employee health benefits and retirement plans, profit sharing, etc. Taking the position that only increased basic compensation will do, rules out consideration of other options which may support employee interests just as well and be more acceptable to management.

2-2. Organizing for Negotiations

a. The next component of a successful bargaining strategy is organization for negotiations. This area involves a good deal more than fielding a team to send to the bargaining table.

b. The Collective Bargaining Committee. There are many possible ways to organize for negotiations. This pamphlet discusses one that is probably the best all around approach to most collective bargaining situations in the Army. The main feature of this approach is the use of a Collective Bargaining Committee (figure 3, appendix B). The Collective Bargaining Committee serves as a sort of Project Manager for the Commander in negotiating and administering a contract. A Collective Bargaining Committee should look something like this:

- It should have direct access to the commander—it's got to know the commander's wants, priorities, and limits. It also should advise the commander on setting objectives.
- It should be chaired by a senior manager (e.g., Chief of Staff, Director of Industrial Operations) who has a stake in the outcome and clout, but who also has some time to devote to the committee.
- It should have representation from the Comptroller or Financial Management Office to assess the costs and financial planning implications of contract provisions.
- It should have an attorney with training and expertise in labor relations who can review contract language, advise on legal implications of contractual provisions, and do legal research in support of the committee.
- It should have representation from the Civilian Personnel Office to advise on personnel rules and regulations and on the feasibility and practicality of proposed work rules and personnel procedures.
- It should include a representative group of line managers from organizations which will be bound by the contract; these people should have a stake in the contract and be knowledgeable in the details of the work operation.
- It should include some representation of first line supervisors; these are the people most knowledgeable of the day-to-day work rules of the organization and most heavily involved in the administration of the contract. Their

insight is very important to the negotiation of a good contract.

- It is important that the committee and the negotiating team have adequate clerical support to prepare minutes, type contract provisions, etc. This contributes to an orderly process and gives management an element of control.

c. The Collective Bargaining Committee is an organization well suited to the process of developing negotiations objectives. With guidance from the commander, it can be a vehicle for channeling all of the information necessary for setting a course to a central point where it can be assessed and recommendations made to commander. The Committee is also a useful structure for bringing the necessary expertise to bear on issues surfaced at the bargaining table. It is almost never possible to concentrate all of the information and talent necessary to negotiate a successful contract into a necessarily small bargaining team. The Committee fills this gap by supporting the team and augmenting its capabilities.

d. The Collective Bargaining Committee may be a continuing or ad hoc organization, depending on the labor relations environment at the installation. At some large installations with substantial union activity and virtually continuous negotiations, the Committee may support several bargaining teams simultaneously. Teams are created and deactivated as necessary, the Committee lives on.

e. In addition to serving as a focal point for negotiations, the Collective Bargaining Committee can also be a very effective mechanism for dealing with contract administration matters such as training, contract disputes, and evaluation of the results of negotiations.

f. **The Management Negotiating Team.** The other important element of organizing to negotiate is the management negotiating team (figure 3, appendix B). The composition and functions of the team have been stressed in Army training for many years and are not repeated here. An important related point, however, goes to both the structure and functioning of the team. There should be one person on the team whose sole job is note taking. The notes should not be verbatim, but should capture all of the main points made by both sides, including proposals, reasons, explanations, and (probably most important) any examples of how contract language is expected to work in various situations. This function is critically important for the contract administration phase of collective bargaining. Other members of the team should take notes as events permit, but the recorder's only job should be to produce a record. The minutes, by the way, should be prepared as soon as possible after each negotiation session so that they are fresh in the minds of the negotiators. The minutes should be signed by each member of the team; that way, even if a negotiator can't remember a given negotiation session months or years later, he or she can authenticate the minutes by identifying his or her signature.

2-3. Planning for Negotiations

a. Once organized for negotiations, we can begin serious planning (clearly then it's important to get organized long before negotiations are due to begin). Army labor relations training has for many years placed primary emphasis on preparation as an essential ingredient in successful negotiations; basic information on preparations is not repeated here. Some important considerations and tools which can improve the process of preparation and planning, however, are addressed in the following sections.

b. **Assessing the Three Crucial Variables.** Herb Cohen says that there are three crucial variables in any negotiation: power, time, and information. Planning for successful negotiations should consider each.

c. **Power.** This is the variable which best lends itself to game theory because its components are often quantifiable. In the steel industry, for example, an analysis of power would concentrate on the economic and political strength of the parties:

- The solvency of the company
- Inventories on hand
- The union strike fund
- Economic conditions generally
- Rank and file sentiments
- Public opinion

d. As you can see, the focus here is the relative capability of each player in the game to exert force on the other. Mainly because major economic issues are excluded from bargaining and strikes are illegal, such assessments are of less concern in the Federal sector. They are, nevertheless, of some importance and should be made. In the Federal sector, power is less tangible than in the private sector:

- *Support.* Does the union have the support of bargaining unit members for its objectives? Is management unified in support of its positions?
- *Political Influence.* Does the union have the ear of influential members of Congress or others who can put pressure on the agency? Is the union's position on an issue likely to be popular or unpopular politically and with the public?
- *Strength of Position.* How reasonable, fair and consistent with prevailing practice are the positions of the parties? The better position is more likely to be chosen by the Federal Service Impasses Panel if push comes to shove (e.g., indefinite stay, union has very weak position).

e. **Time.** Time could be viewed as a component of power, but it deserves special attention. Cohen says that the other side always has a deadline even if you don't know what it is. Effective bargaining, in his view, involves finding out what that deadline is while keeping your own a secret. The Federal sector may at least sometimes be the exception that proves Cohen's rule. Federal mediators often complain that the absence of strike deadlines is a major reason that Federal agency negotiations drag on interminably. Nevertheless, time can be important in the Federal contract negotiations too. For example:

- *Protection of Recognition.* A union's contract has expired and another union seems likely to attempt a raid.
- *Protection of Union Positions.* An election of union officers is scheduled and the incumbent president is facing stiff opposition.
- *Operational Necessity.* The activity has been directed to improve certain operations. To do so, it needs to change work rules as soon as possible.

f. If there are time pressures on either side it's important to know what they are and use them to our advantage. They may not always be readily apparent, but it's worthwhile to take the trouble to find out what they are.

g. Information is at the heart of the matter. A proverb says "knowledge is power" and no one questions that this applies to negotiations. The questions are what information and how do we get it?

h. A variety of information can be valuable to us but, ideally, we want to know what the other side really wants, its limits, and its deadlines. We may get lucky and get some of this information at the table, but the chances of getting much of it from a skillful negotiator are remote. Getting it at all is not always possible, but sometimes it is.

i. **What the union wants.** Generally we can depend on the fact that what a union really wants and what it demands at the table are two different things. Some indicators of what a union really wants are:

- Grievances/appeals
- National/regional union publications
- Rumors
- Personal characteristics of union team members
- Demands and successes of other unions in the area

j. **Limits.** Related to, but distinct from, what the union wants is what it will or can accept. For obvious reasons, this information is of critical importance, whether we choose to view the negotiations process as a zero sum game, or as a collaborative undertaking. Every negotiation involves a broad range of possible proposals and counterproposals on each side. Usually, many of these proposals will be unacceptable to one of the sides. However, some of them will be at least minimally acceptable to both. Figure 4, appendix B, graphically illustrates the possibilities. Assuming for simplicity's sake that we are bargaining wages, the upper dotted line indicates the maximum wage increase management believes it can offer while the lower dotted line shows the smallest raise the union feels it can accept. In between the two lines is the zone of potential agreement within which most real bargaining usually takes place. It is not difficult to see the advantages in knowing the other side's limits so that we can concentrate on meaningful bargaining (clearly, this is an oversimplification because often the zone of potential agreement changes with the perception of the parties; it is, nevertheless, a useful tool).

k. It's one thing to realize the importance of knowing the other side's limits, but quite another to find out what they are. Sometimes, we may be lucky enough to get this information from outside sources like national union publications. More likely, we find out through give and take at the table. This is one of the areas where our skill as negotiators is most important. The information generally comes in the form of cues, verbal and nonverbal, intentional and unintentional. Reading those cues is a function of experience. Some of the kinds of cues generally received across the table are:

- *Increments of Concession.* If the union proposes an advance notice period of 120 days for certain personnel actions and its second offer is 90 days, the signal is that the union's limit is below 90 days, probably 60 days. If on the other hand, the second offer is 115 days and then 110, we can infer that union is probably close to its perceived limit (that limit may later change, but for the present, there is not much leeway for bargaining).
- *National Union Bargaining Guidance.* If the model contract language being used by the local contains guidance suggesting that the union has a high chance of success before the FSIP with regard to a given proposal and that proposal has a relatively high priority on the union's want list, we can expect the union's limits to be rather narrow.
- *Throw Always.* Where all of the information we have indicates that the union has no real interest in a proposal (this includes a careful background analysis as well as an assessment of cues from across the table), it may be that the union has included the proposal as a bargaining chip and that its limits are extremely fluid.

l. These are examples of the methods which can be used to test the union's limits. None of them are sure fire, but they are all used cautiously by skilled negotiators to achieve better results at the table. Obviously, our assessments of the union's limits on various issues will be constantly changing.

m. **Deadlines.** The importance of time in collective bargaining has already been discussed. Ideally, we want to know the union's deadline and conceal our own. This is true even if we're talking about collaborative, win-win negotiations.

Assuming that we want to collaborate, the chances of the union taking a similar approach are greater if they are under some pressure to reach agreement by a particular deadline.

n. Generally, the union is not going to announce its deadlines to us. We're going to have to find out for ourselves. If we have prepared carefully, we will probably be aware of things like upcoming union elections or vulnerability to raids by rival unions.

o. Our own deadlines are often transparent, being driven by directives from higher headquarters. On the other hand, we needn't advertise them. If it's not otherwise apparent, there's usually no need to communicate to our opposite numbers that there is any urgency to implement changes by a particular time.

p. It should be clear from this discussion that planning for negotiations is a continuing process which commences long before bargaining begins, and continues through the end of the negotiations. While advance planning is critical, much of the information we need to complete the planning effort comes to us across the bargaining table.

q. **Assessing the Union Team.** Another facet of the planning process is assessing the union team. No football coach worth his salt plays a ballgame without studying scouting reports and game films of the opposing team. We should be just as prepared to bargain. A lot has been said and written on this and most of that material is not repeated here. The following material, however does suggest a technique for assessing the union bargaining team. This involves developing a checklist that covers, as a minimum, the following (figure 5, appendix B.):

r. **Before Negotiations.** Identify each team member and find out:

- Position
- Organization
- History (background)
- Probable objectives (e.g., national representative to negotiate as much model contract language as possible)

s. **During Negotiations.** Determine:

- Who is in charge? (maybe the chief negotiator, maybe not)
- Who is the weakest link?
- Is there apparent dissent?
- Must negotiations be adversarial? (e.g., national representative firmly in charge with instructions to negotiate model contract language)

t. Having this kind of information down in a systematic form can be very useful. It can help you read keys from the union team and determine what is likely to be important to the union. Again, this approach is not inconsistent with a collaborative, win-win approach to negotiations, although, hopefully, it will become less necessary if trust is built up over a period of time. Even if we believe in playing the game on the basis of mutuality, we haven't taken all of the gamesmanship out of it or eliminated the separate interests of the parties.

u. **The Bargaining Book.** The next technique is called the bargaining book. It is recommended by both the Office of Personnel Management and the Army. The idea of the bargaining book is very simple, to create a one stop reference, containing information on the negotiations at hand. It provides a focal point for planning and helps the bargaining committee maintain continuity. Here are some of the things that should go into it:

- Delegations of authority and instructions from the commander
- Management objectives
- Background information including:
 - potential issues
 - grievances
 - union objectives
 - problems with the current contract
- Union bargaining team checklist
- Management bargaining proposals with fallback positions
- Management counterproposals and fallback positions to anticipated union bargaining demands. (figure 6, appendix B).

v. As an adjunct to the bargaining book, we also suggest the compilation of a contract book on the current contract. The contract book is a looseleaf notebook in which each major clause in the contract has been placed on a separate looseleaf page. Behind that page is recorded every interpretation that has been made of that particular clause, every problem, every grievance, along with the positions of both parties and the eventual resolution. Every supervisor who is heavily involved in administering a labor contract should keep such a book. They can then be compiled into one contract book which can serve as a very important tool for preparing to negotiate. (Actually, the contract book will probably be a much longer lived document than the bargaining book, since it may remain in existence over the term of several iterations of a contract. The bargaining book is focused on one round of contract negotiations.)

w. **Brainstorming.** Another planning technique that can be helpful to management negotiators is brainstorming.

Brainstorming, the open ended, free exchange of ideas about a given subject by a group of people is a proven management tool. Its benefits in preparing for collective bargaining negotiations are the same as in other management processes. It provides an ideal forum for generating ideas from a variety of perspectives and individuals and may help the negotiating committee surface issues, problems, and approaches it would otherwise have neglected.

Role Playing. Finally, role playing is a form of preparation which can facilitate the planning process. This is usually done by conducting a brief mock negotiation with some of the management committee members assigned to play the role of union negotiators. This can be extremely effective if the role players are able to place themselves in the shoes of the other side. It can bring to light issues, arguments, and flaws in management positions which might not otherwise have been recognized. The problem with this technique is that it is time consuming. Used selectively, however, it can be a real plus.

Chapter 3

Bargaining Tactics

3-1. Successful Tactics

Once we have set realistic objectives, organized effectively, and planned well, it still remains to win a good contract at the bargaining table. Doing that is probably still more of an art than a science. Nevertheless, it is possible to learn some tactics that experienced negotiators feel are important to successful bargaining. Some of those tactics are discussed in the following paragraphs (figure 7, appendix B.)

3-2. Communications

All skilled negotiators are good communicators. Bargaining is communicating. Communications, of course, is a very complicated phenomenon and whole volumes are devoted to it. In the limited space available here, we will examine two aspects of communications that concern the bargaining process: communicating attitudes and emotions, and communicating ideas effectively (figure 8, appendix B.)

a. Communicating Attitudes and Emotions. It has been said that “you can not communicate.” If you respond to a question with a silent stare, that communicates something, correctly or incorrectly. In collective bargaining, we always communicate something about our attitude toward the other side when we deal with them. That something is one of the most important dynamics that goes on at the bargaining table. We can and often do make errors here that color the entire collective bargaining relationship. Without ever having said a word on the subject, for example, we can communicate with absolute clarity our distrust of the collective bargaining process and our disregard for the union team. That sort of communication seldom advances our cause and is usually not intentional. An awareness of how we’re communicating these counterproductive messages can help us to establish more constructive relationships.

b. Communications Styles. Often our attitude is communicated as a function of our communications style. Gail and Michele Myers of Trinity University describe five styles of communication that we see every day. Let’s look at them:

- *Placating/Nonassertive.* Fears to disagree or offend; shows lack of self esteem. Seldom seen at the bargaining table.
- *Blaming/Aggressive.* Seeks to browbeat and intimidate; often adopted by the union as an expected style.
- *Computing/Intellectual.* Outward appearance of calm; feelings not allowed to show; maintains distance; often appears to feel superior—really rubs union the wrong way. Doesn’t recognize legitimacy of other views.
- *Distracting/Manipulative.* Avoids dealing directly with important issues; resorts to such ploys as manipulating people’s feelings (e.g., asks how local could have nerve to ask for more time when we’ve already gone out on a limb to give 50% official time for the union president).
- *Leveling/Assertive.* Stands up for rights in a straightforward manner without disregarding the rights of the other side (e.g., we don’t feel that we can afford to give up any more official time with a CA study coming up; why do you feel you need more time?)

(Figure 9, appendix B.)

c. Management negotiators often use the middle three styles, particularly the computing/intellectual style, at the table. These styles are generally characterized by certain speech patterns and body language. The following paragraphs discuss those characteristics.

d. Loaded Expressions. There are certain loaded expressions that carry messages not found in the literal words used. Gerard Nierenberg calls this “meta-talk”, meaning beyond that which is spoken. Let’s look at some of these expressions:

- It may interest you to know. (You ought to be interested.)
- You didn’t know? (You should know, dummy.)
- By the way. (Belittles what follows.)
- In my humble opinion. (I’m an expert, you’re not)
- As you know. (You’re dumb if you don’t.)

- What do you really think? (You're not telling the truth.)

(Figure 10, appendix B.)

e. These expressions can all be used to communicate negative attitudes and emotions. Obviously, they and others like them should be used only with great care.

f. **Body Language.** Loaded expressions are usually accompanied by body language appropriate to the message they contain. For example, you might say "It might interest you to know that we are about to make a CA study of the Facilities Engineer Activity" while staring haughtily down your nose at your opposite number. Your attitude would be clear. Other body language, with or without loaded expressions, can indicate your lack of receptivity to argument, your hostility, etc. Obviously, it's important to be aware of our body language. We may otherwise be sending signals we don't want to send.

g. Chances are that our communications style, the language we use, and our body language will all be shaped, at least in part, by our attitude toward collective bargaining in general and the union negotiators in particular. If we don't accept the collective bargaining process and respect the union team members, that is very likely to be communicated. Before we allow that to happen, we should ask whether it will contribute to achieving our objectives or hinder us. In other words, at the table, the attitudes and emotions we communicate should be those, and only those, we have consciously decided to communicate.

h. **Communicating Ideas Effectively.** The next step after assessing the attitudes and emotional messages we're sending across the table is to look at the way we communicate ideas. Managers get paid to communicate ideas and, by and large, they do a pretty good job of it. But there are some techniques that skilled negotiators use at the table that most managers could make better use of. Let's spend a few minutes looking at some of them.

i. **Questioning.** Questioning is probably one of the most effective, most underutilized communications techniques in collective bargaining. Asking the right questions at the right time can win important gains at the table. Gerard Nierenberg makes an elaborate analysis of the uses of questions in his books and applies numerous labels to various kinds of questions. For our purpose, it is sufficient to address four important uses of questions:

j. First, we communicate our desire to achieve a fair, workable contract through the use of thoughtful questions. Asking about the need for a proposal and how it would work in practice communicates that we are really interested in understanding the proposal and, presumably, in hammering out an agreement.

k. Second, the obvious. We obtain the information we need to evaluate the union's proposal through asking the right questions. The key point here is that we shouldn't assume we understand what a proposal means. Find out by asking questions, especially questions on how the union expects its proposed provision to work in specific situations likely to arise under the contract.

l. Third, we can use questions to stimulate thought. This kind of question usually begins with something like "Have you considered . . .?" or "What do you think would happen if . . .?" Questions of this kind are an effective way to focus the other side's attention on issues or perspectives they may not have considered.

m. Finally, we can use questions to bring about a result or conclusion. These questions usually sound something like this: "Are you willing to modify your proposal that way?" or "Can we go ahead and initial off on this, then"? Such questions help us to move the negotiations along.

n. **Educating.** Some union proposals don't make sense because union representatives don't understand the complexities of the management problems they involve. We can deal with that problem by taking the trouble to inform the union. It's very important, here, not to patronize. Presentations should be simple and straightforward. A very effective technique in many circumstances is to brief the union on special issues or problems. Also useful can be the use of an expert to speak to the union; this tends to authenticate and legitimize our position. Finally, briefing on the activity's mission and its importance to the Army can have a subtle but significant effect on the attitude of the union side.

o. **Summarizing.** As we go through the negotiations process, it's important to keep track of where we stand. One technique that helps is to periodically summarize the proceedings, particularly agreements reached and disputes. The management side should try to take the lead here; doing so gives us an edge in controlling the direction of negotiations.

3-3. Other Tactics

In addition to those tactics we've labeled "communications" there are some other bargaining tactics which should be discussed among the hundreds that could be catalogued. The ones addressed in this pamphlet are establishing position, use of trial balloons, packaging, staging, and use of objective criteria.

a. **Establishing Position.** Traditionally, the party that wants to alter a condition of employment has the burden of justifying the change. With regard to union proposals, therefore, it's up to the union to supply the reasons for making a change. We should establish our position and, in effect, say "convince me." We can do that by asking the right questions. A very common mistake of inexperienced negotiators is reacting prematurely without forcing the other side to supply a rationale. Sometimes, the union may temper its initial position if called upon to justify it.

b. In evaluating the union's justification of its proposals, some questions that should be answered are:

- What's the problem?
- Is there really a problem?
- Will the proposal help?

- What will the proposal's impact be?
- How much will the proposal cost?
- Does the proposal conflict with law or regulation?
- How does the proposal relate to other proposals?

(See Labor Relations Bulletin No. 113, appendix C.)

c. **Trial Balloons.** Trial balloons are simply a way of finding out how the union would react to a management proposal or counter proposal without actually putting anything on the table. Typically, this is done by asking how the other side would react to a particular offer if it were to be made. The value of this is that it allows us to find out whether we have the basis for a swap or compromise without committing ourselves to a particular course of action. This can be useful, for example, if we need to get approval from the commander before making the offer but want to get an idea of whether the idea is acceptable to the union. Of course, there is no guarantee that the union will cooperate, but the tactic is often helpful.

d. **Packaging.** Proper packaging can also be an important ingredient. Packaging means the way we group proposals and counter proposals in the course of negotiations. If management has a laundry list of demands including a zipper clause, procedures for controlling the use of official time for representation, and impact and implementation bargaining procedures, how should those demands be presented to the union? Should they stand alone or be tied together as a package? There is often, for example, value in linking a particular management proposal to union demands in related areas where concessions are possible; that way, making a trade-off is facilitated. For example, a businesslike procedure for controlling the union's use of official time might be coupled with a union demand to expand the functions for which official time will be granted. Some expansion in the list of approved uses of official time might be well worth considering if the quid pro quo is a sound approval and control system.

e. Obviously, exactly how proposals are packaged depends on many factors, among which are personalities, the relative importance of issues, and timing. The point here is that we should give the matter careful consideration at an early stage, before we're locked into ground rules that prevent us from packaging to our best advantage.

f. **Staging.** Staging refers to the middle ground between unqualified acceptance of a proposal and rejection. Some proposals present feasibility questions; the tendency is to reject them. If the proposal is one that could work, however, why not try it out? Negotiate a trial implementation, possibly in a limited part of the activity. Used appropriately, this approach has a number of advantages:

- it demonstrates willingness to hammer out a workable agreement;
- it gives us a chance to find out if the proposal will really work;
- and it can be used to demonstrate to the union the unworkability of a flawed proposal.

g. Closely related to staging is the joint study. Particularly where there is a collaborative labor-management relationship, joint studies can be a way of finding solutions to mutual problems that are better than the proposals made by either side. Like any other tactic, joint studies don't always work, but they should be part of the repertoire of the creative negotiator.

h. **Use of Objective Criteria.** An extremely valuable tactic which can be used to change the focus of negotiations toward the collaborative model is the use of objective criteria. Fisher and Ury, in *Getting To Yes*, discuss this tactic as an important component of what they call "principled negotiations." The idea is to focus attention away from fixed positions and onto what is fair or reasonable. In most negotiations the parties are willing to agree that their settlement should conform to some general principles such as fairness or reasonableness. Once a general principle is accepted by both sides, it is often possible to determine the specific contents of the agreement by the adoption of some objective criterion. For example, if you are negotiating with a used car dealer and you agree that the price should be a "fair price," it should then be possible to adopt an objective criterion, such as the blue book value, to determine what a fair selling price would be. Obviously, there is plenty of room for negotiation even when objective criteria are adopted. For example, you might negotiate a lower price because the car is a high mileage vehicle. Nevertheless, the negotiations are now revolving around an objective criterion, the blue book value of the car.

i. In a Federal sector labor relations context, there is ample opportunity to use objective criteria as an aid to negotiations. For example, the prevailing Army or Federal government practice may be agreed upon as the appropriate standard. Data can then be obtained from OPM's Labor Agreement Information Retrieval System.

3-4. Conclusion

We have just examined an extremely complicated phenomenon, the negotiations process. You never stop learning how to improve your effectiveness in that process. Some of the techniques discussed in this pamphlet you doubtless know about and use; some of them probably won't work for you; others have the potential to make your negotiations more successful. Try out some of the techniques in the latter category and others you find promising, adapt them to your unique needs, and see if they're worthwhile. Don't be satisfied with the process as it is; tinker with it. With more and more at stake at the bargaining table, collective bargaining is much more important to the Army than ever before. We can't afford to settle for the status quo.

Appendix A

References

Section I

Required Publications

This section contains no entries.

Section II

Related Publications

This section contains no entries.

Section III

Prescribed Forms

This section contains no entries.

Section IV

Referenced Forms

This section contains no entries.

Appendix B
Figures

B-1. Figures.

Paragraph not used.

STRATEGY AND TACTICS OF BARGAINING



Figure B-1. Strategy and Tactics of Bargaining

FACTORS IN SUCCESSFUL LABOR-MANAGEMENT RELATIONSHIPS

- **FULL ACCEPTANCE OF COLLECTIVE BARGAINING**
- **FULL ACCEPTANCE OF LEGITIMACY OF COMPANY GOALS**
- **MUTUAL TRUST**
- **NONLEGALISTIC APPROACH**
- **PROBLEM CENTERED NEGOTIATIONS/NOT ABSTRACT ISSUES**
- **WIDESPREAD UNION-MANAGEMENT CONSULTATION**
 - **PROBLEM SHARING**

Figure B-2. Factors in Successful Labormanagement Relationships

THE COLLECTIVE BARGAINING COMMITTEE

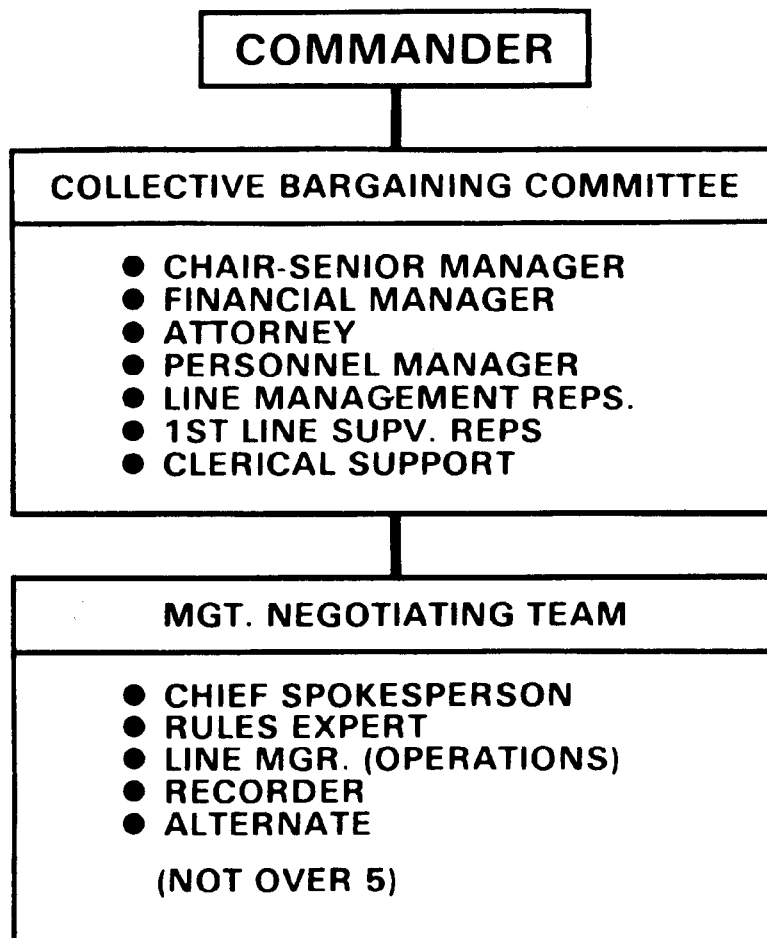


Figure B-3. The Collective Bargaining Committee

LIMITS IN COLLECTIVE BARGAINING

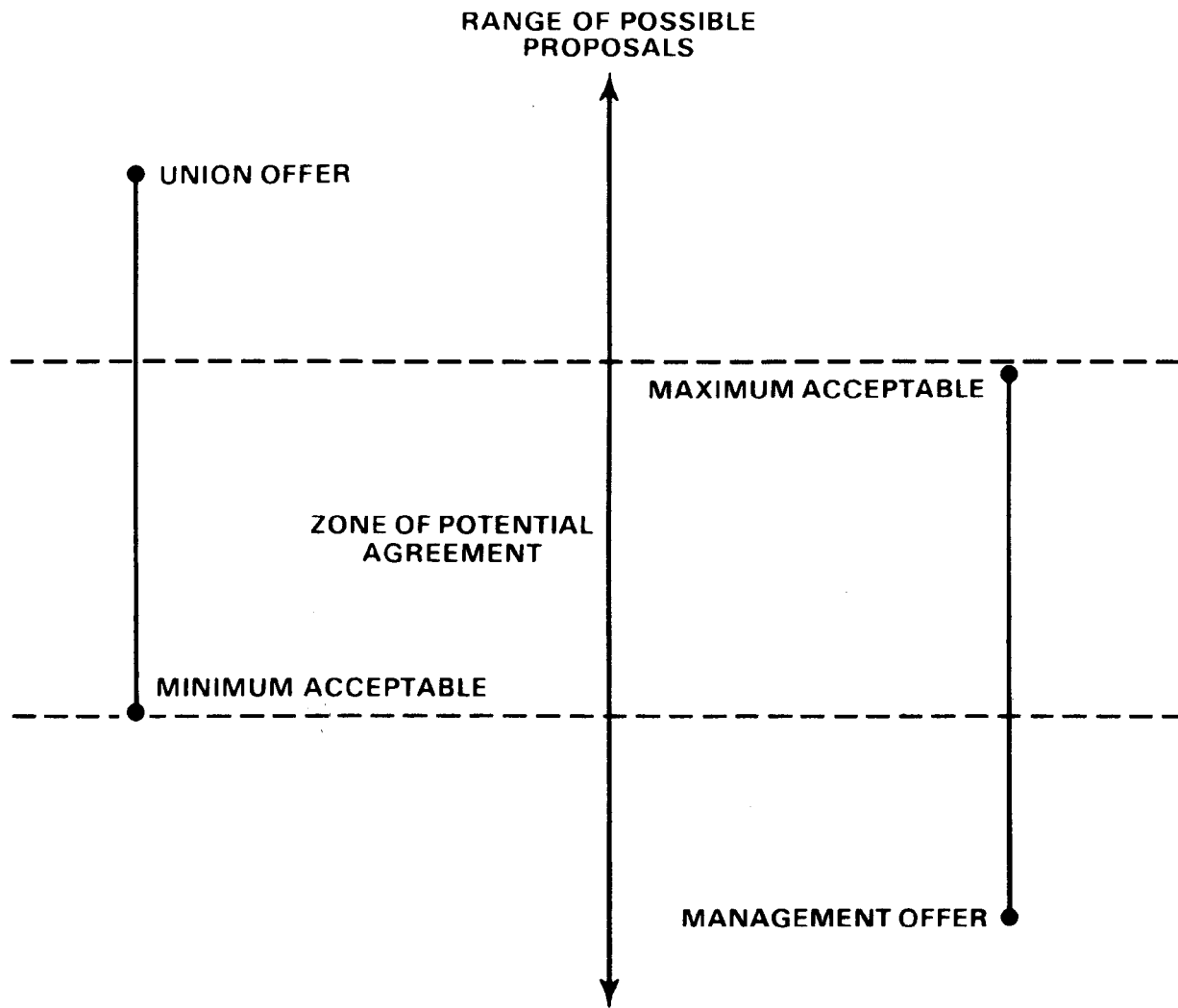


Figure B-4. Limits in Collective Bargaining

ASSESSING THE UNION TEAM

- **BEFORE NEGOTIATIONS - FOR EACH MEMBER, FIND OUT:**
 - **POSITION**
 - **ORGANIZATION**
 - **HISTORY**
 - **PROBABLE OBJECTIVES**

- **DURING NEGOTIATIONS - DETERMINE:**
 - **WHO'S IN CHARGE?**
 - **WEAKEST LINK?**
 - **DISSENTION?**
 - **COLLABORATION POSSIBLE**

Figure B-5. Assessing the Union Team

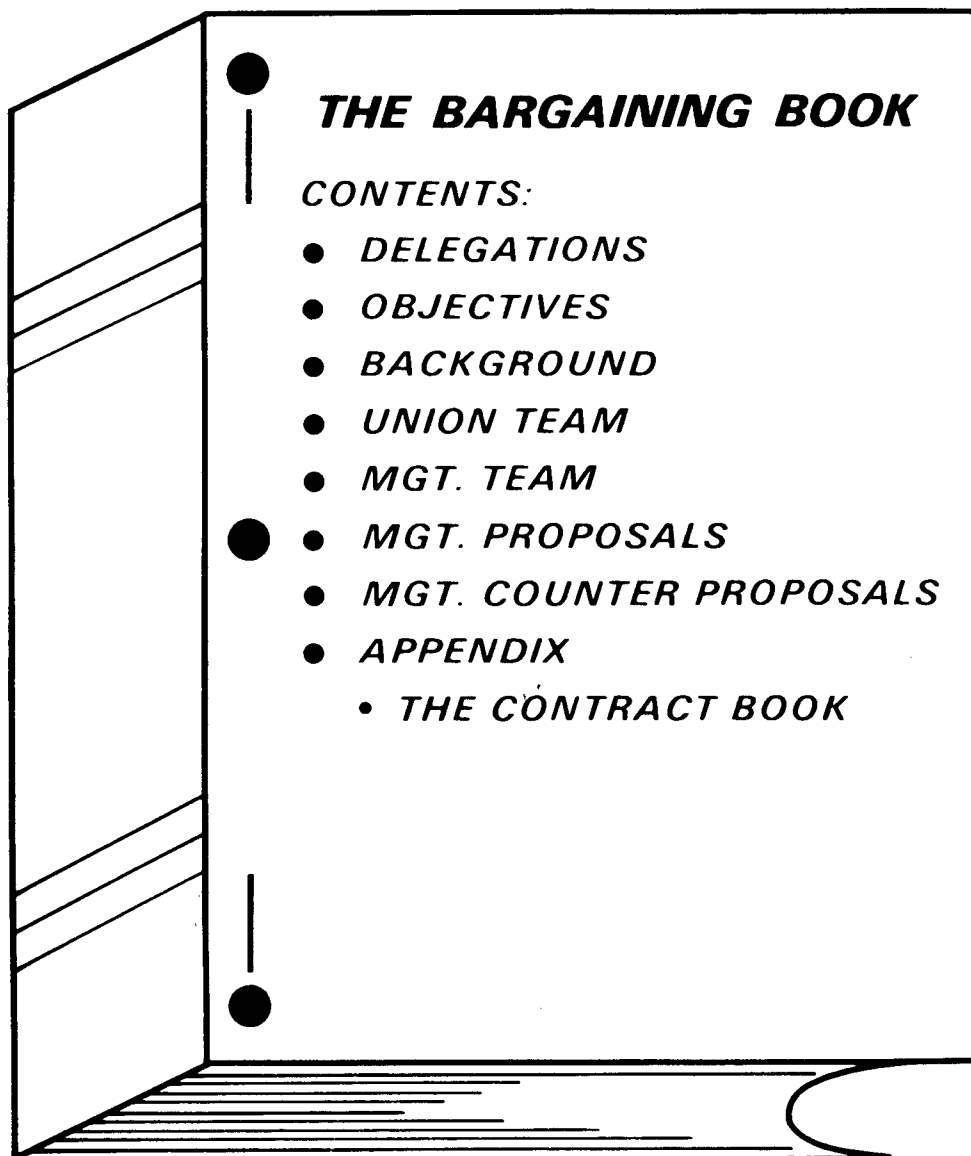


Figure B-6. The Bargaining Book

TACTICS

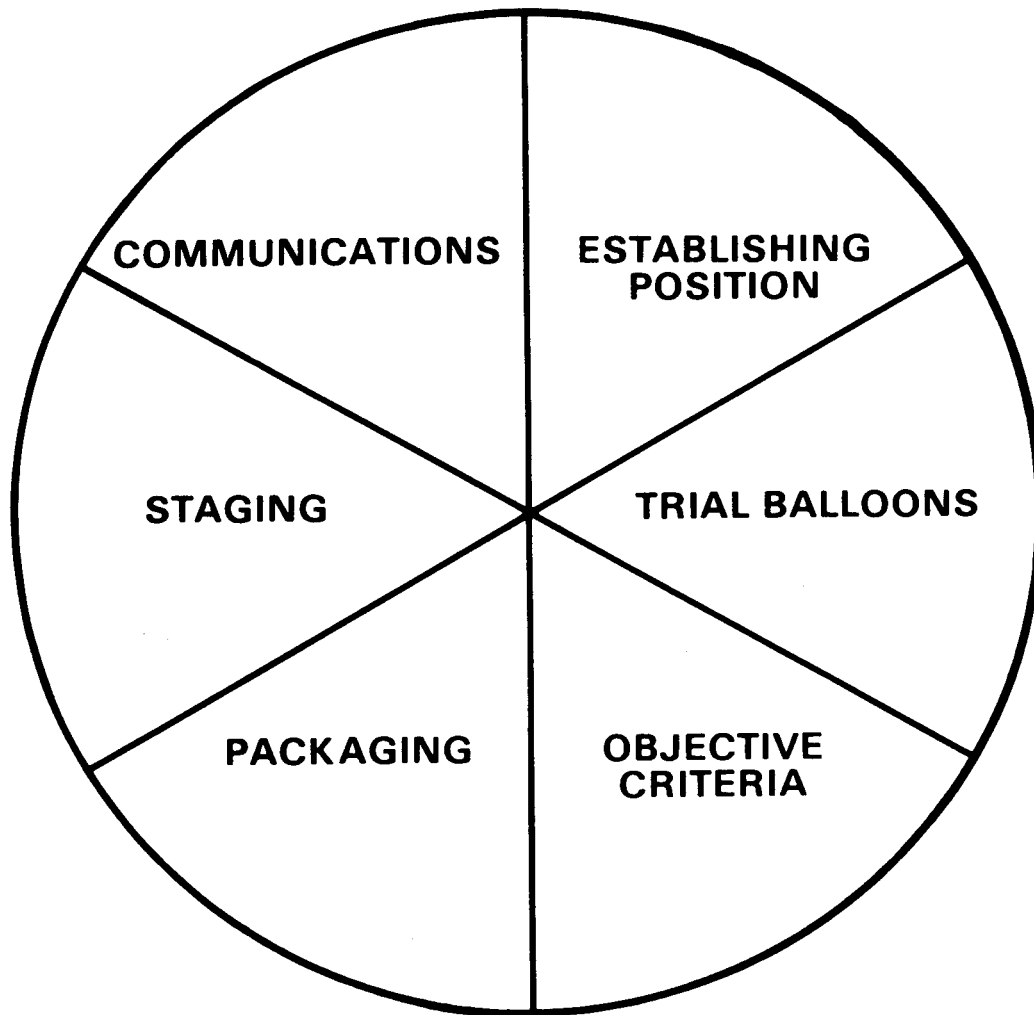


Figure B-7. Tactics

COMMUNICATIONS

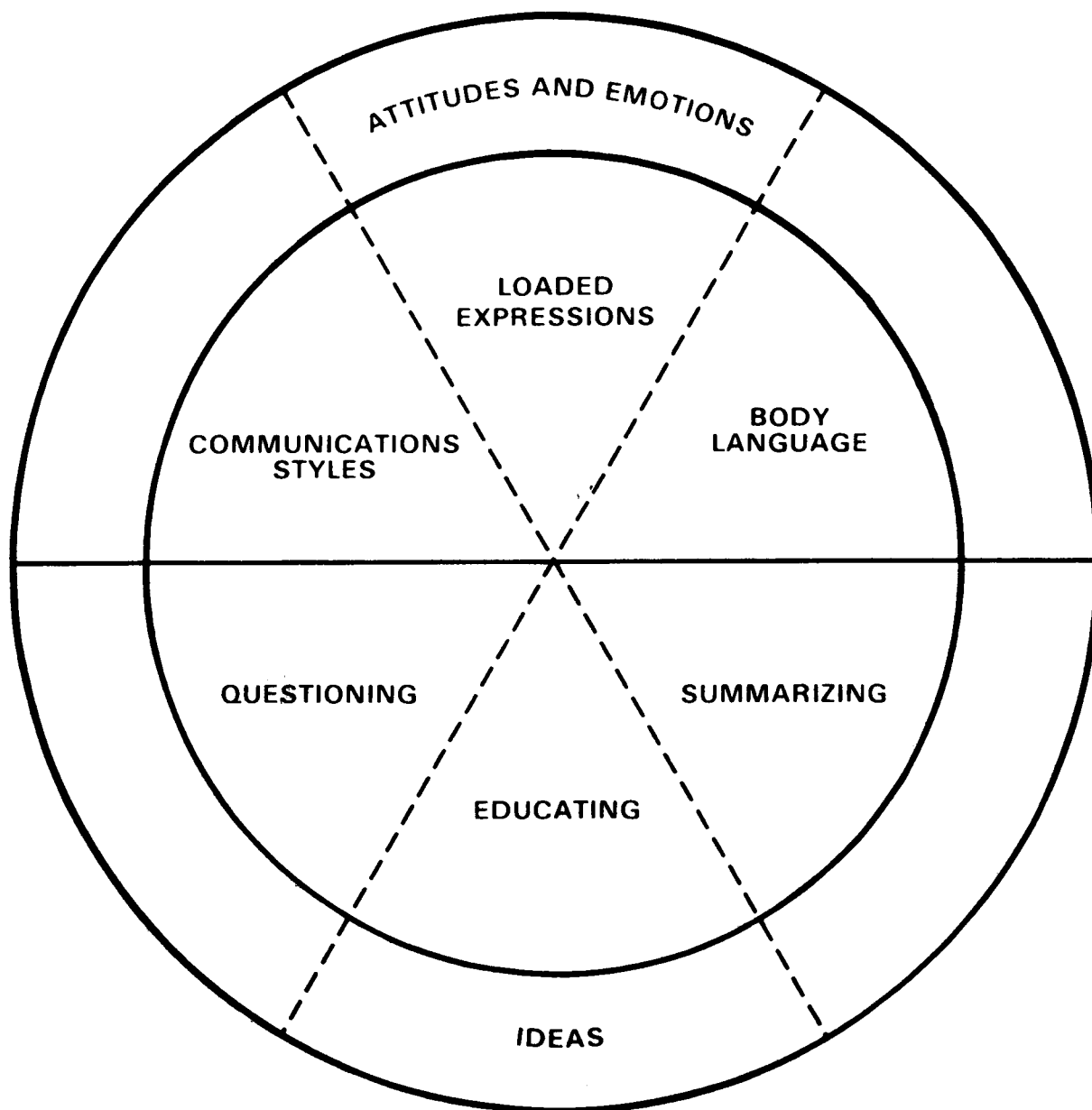


Figure B-8. Communications

COMMUNICATIONS STYLES

- **PLACATING/NONASSERTIVE**
- **BLAMING/AGGRESSIVE**
- **COMPUTING/INTELLECTUAL**
- **DISTRACTING/MANIPULATIVE**
- **LEVELING/ASSERTIVE**

Figure B-9. Communications Styles

LOADED EXPRESSIONS

- IT MAY INTEREST YOU TO KNOW
- YOU DIDN'T KNOW?
- BY THE WAY
- IN MY HUMBLE OPINION
- AS YOU KNOW
- WHAT DO YOU REALLY THINK?

Figure B-10. Loaded Expressions

B-2. Title not used.

Paragraph not used.

Appendix C

Labor Relations Bulletin #113

C-1. Analyzing a Union Proposal.

Paragraph not used.



DEPARTMENT OF THE ARMY
OFFICE OF THE DEPUTY CHIEF OF STAFF FOR PERSONNEL
WASHINGTON, D.C. 20310

30 JUN 1978

DAPE-CP

Labor Relations Bulletin #113

SUBJECT: Analyzing a Union Proposal

TO: Civilian Personnel Officers
of Commands and Activities
in Department of the Army

The union's contract proposals are usually submitted in writing well in advance of actual negotiations. It is essential to analyze the implications of the proposals from a practical as well as a technical standpoint. The following check list should assist the management team in critically examining a union proposal in order to formulate a management response:

1. What's the Problem? What is the purpose of the proposal? What is the problem the proposal is addressing? A proposal calling for union representation or participation on all rating and ranking panels for unit positions could indicate the employees' concern about preselection. A proposal which would establish specific amounts or percentages of official time for union officers and stewards to use for representational functions may be a response to a relatively restrictive policy on the granting of such time. Although some local union negotiators attempt to incorporate "model contract language" into the agreement, most proposals do address local situations and local concerns.

2. Is There Really a Problem? Is the union's concern legitimate, is it justified? Have there been instances of real or apparent preselection? Is there an overly restrictive official time policy? Once the problem or perceived problem is discovered, management should try to understand the situation from the union's point of view. Frequently this examination will take place at the bargaining table rather than during the pre-negotiation planning sessions by the management team. More often than not, the union's perception of a problem will be based on emotion, not on hard

Figure C-1. Labor Relations Bulletin #113

facts. Management's rebuttal, based solely on facts and not dealing with the emotional issue, may not be enough to sway the union. The fact that the union is not simply those members at the bargaining table but the employees of the unit must be kept in mind. The problem, real or imagined, should be addressed in that light.

3. Will the Proposal Help? If the problem is the employees' belief that preselection occurs, will the proposal resolve the problem? Will a union-sponsored member on rating and ranking panels alleviate the employees' concern? Is there a better way to do it? When management realizes that a problem exists, it has more at stake than the union in resolving it. The bargaining table is an excellent place to exchange ideas with the union on the improvement of operational efficiency.

4. What Will Be the Proposal's Impact? Will it have any effect on management's legitimate concern to control the workforce, to manage? Will it cause an undue administrative burden on the commander, managers and supervisors, or the civilian personnel office? Will the burden be offset by substantial benefits to management? When a problem is identified as real and the proposal would help correct the problem, a "cost/benefit ratio" should be examined -- for the moment, not in terms of money to be expended but administrative adjustments to be made. Is the proposal worth the effort?

5. What Costs Are Involved? Now the proposal can be evaluated for cost-effectiveness. An attempt should be made to cost out all proposals, not only those in which a cost factor is readily apparent (e.g., printing and distribution of the agreement, overtime, arbitration.) Official time usage, union membership on committees and panels, and cost of computer time or administrative support to issue union-requested reports are examples of items which should be costed out but frequently are not.

6. Does the Proposal Conflict with Law, Regulation or the Executive Order? Some management negotiators consider this to be the first question asked. This method of examining proposals is effective as long as the proposal isn't cast aside as nonnegotiable -- period. A proposal may be beneficial to management, but it suffers because the language is violative of a regulation or policy. If it is a good proposal -- if it would help correct a problem -- can the language be revised to deal with the problem and avoid any

DAPE-CP

SUBJECT: Analyzing a Union Proposal

regulatory violation? A proposal requiring management to negotiate with the union prior to contracting out any function would be violative of management's right under Section 12(b)(5) of the Order to determine the method, means and personnel by which agency operations will be conducted. Management could, however, agree to keep the employees and the union informed on any decision to contract out work and agree to certain procedures it will use to lessen the adverse impact on employees affected by this decision. Experienced union negotiators will realize this counterproposal is all they could possibly obtain. In this instance, the problem was real and a nonnegotiable proposal was redrafted into something which may benefit both management and the employees.

7. How Does the Proposal Relate to Other Proposals? Is this a self-contained proposal or does it relate with others? What is the impact of this interrelationship? Do the terms and language used in this proposal affect the meaning of other proposals? A single proposal rarely stands alone and a contract cannot be negotiated in a piece-meal fashion. Most management negotiators prefer total package bargaining for this reason.

Even if a proposal appears to be completely acceptable on its face, one step remains to be accomplished: management and the union must agree on the real meaning of the proposal to ensure that the language says the same thing to both parties. If the language lends itself to more than one meaning, it should be rewritten in more precise terms so that those who are directly involved in administering the contract -- supervisors, especially -- are clear on its intent.

FOR THE DEPUTY CHIEF OF STAFF FOR PERSONNEL:

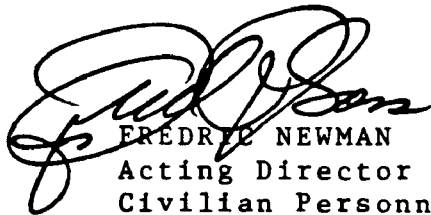

FREDRIC NEWMAN
Acting Director of
Civilian Personnel

Figure C-1. Labor Relations Bulletin #113—Continued

C-2. Title not used.

Paragraph not used.

Appendix D

Advanced Negotiations Techniques Instructions Mini-Mock Bargaining Session Workshop Instructions

D-1. Introduction.

The purpose of this session is to apply some of the negotiations techniques we have examined today. Unlike other Army mock negotiations sessions, this exercise does not emphasize preparations. Rather, it is an opportunity to practice negotiations skills in a simulated bargaining situation with minimum time devoted to preparation.

a. The attached scenario has been developed to simulate a simple bargaining situation which provides substantial potential for the use of progressive bargaining techniques and the development of creative solutions to the labor-management problem presented.

b. You will be assigned to either a union or management negotiating team and given 30 minutes to prepare for negotiations. Using the attached scenario and the additional union or management background information you will receive, develop your strategy and determine the specific techniques you will use. Pay special attention to the question of what you want to get out of the negotiations.

c. At the end of the time allotted for preparations, you will meet with the opposing team and attempt to negotiate an agreement. You will be given _____ in which to do this. Remember that, while you want to reach a mutually satisfactory agreement, each side has very distinct interests to protect.

d. So that you will not waste time negotiating ground rules, you will be furnished with a brief list of ground rules to be used in the simulation.

D-2. Scenario: Check Cashing at USAAPP Background.

The US Army Activity for Paper Processing (USAAPP) is a field operating agency of the Adjutant General located in a large city in the Midwest. USAAPP's mission is to serve as a central point for the processing of the paperwork necessary to support soldiers in the field.

a. USAAPP employs approximately 1,500 civilian employees in a variety of clerical, administrative, and professional positions. The majority of USAAPP's civilians occupy relatively low graded positions in word processing, information storage and retrieval, and similar functional areas. All USAAPP employees, except about 200 who are excluded by law, are included in a bargaining unit represented by Local 13 of the Base workers of America (BAM).

b. The relationship between BAM and USAAPP management has been stable for the past several years. While there is by no means a sweetheart relationship between the parties, there have been no major confrontations. The activity collective bargaining agreement is a typical Federal contract with extensive boiler plate incorporating numerous Army and other Government regulations into the document.

c. BAM's local President is Hadly Ables, who has just succeeded in ousting long time incumbent, Stanley Curmudgeon. Ables is a senior clerk from the work processing operation and believes that it's about time the working people of the activity were shown some respect. The BAM-USAAPP contract will be expiring next year and Ables hopes to get a better agreement. That will help him to establish his position and possibly head off a raid by AFGE.

d. Management at USAAPP feels under pressure to improve operations and cut costs. While no formal announcement has yet been made, the Commander, COL Fred "Stop Watch" Taylor, is almost positive that a contracting out study will be made of several of the activity's support functions. He believes that he can do the job better with his own people, but only if the organization tightens its belt and gets more efficient. He has already taken action to tighten up on building maintenance expenses and the use of expendable supplies. He has also requested that his staff develop a program of productivity initiatives. He finds that one of those initiatives, a proposal to expand the lunch period for civilian employees from 30 minutes to one hour, must be negotiated with the union.

e. Currently, the 30 minute lunch period, which is not specified in the contract, appears to allow adequate time for employees to eat. There are no restaurants in the immediate vicinity of the building where all of USAAPP's employees work, so most employees either eat in the employee cafeteria, which is convenient and offers rapid service, or bring their lunches from home. On pay day, however, it's a different story. Business hours at the Federal credit union in the building are 0830 to 1600 hours. Most employees have their paychecks delivered to the office and cash them at the credit union during the lunch period. Additionally, many of them go to lunch outside the building after cashing their checks. As a result, many employees (there are no statistics on how many) take a lunch period of an hour to an hour

and a half on pay day. Management has notified the union of its intention to change the lunch period. The union has responded with a request to bargain and negotiations are about to begin.

f. Initial Bargaining Proposals.

Management

The lunch period for employees assigned to the day shift will be 60 minutes in duration. Lunch periods will be staggered to avoid overcrowding of the employee lunch room.

Union

The lunch period for all employees will be 30 minutes long. Employees are free to take their lunch breaks at any time between the hours of 11:00 a.m. and 2:00 p.m.

D-3. Negotiations Ground Rules.

- Each negotiating team will designate a chief spokesperson. Other members of the team may speak, but only when recognized by the chief spokesperson.
- There will be no limit on the number of caucuses. The bargaining team requesting the caucus will leave the bargaining room to confer.
- Any provisions initialed by the parties will be considered tentative, subject to agreement on all issues covered by the present mid-term negotiations.
- There will be no smoking in the bargaining room.

D-4. Management Background Information.

COL Taylor has charged the management team with obtaining an agreement which will allow the activity to eliminate the Government time wasted in cashing employees' checks. He has emphasized that he sees this as part of a very important effort to streamline activity operations so as to prevent contracting out, which he believes not to be in the best interests of the Army.

a. The general consensus of activity management is that its employees have a pretty good deal and shouldn't object much to the correction of an obvious abuse. Further, they believe that, now that the activity's practice has been brought to light, they have no choice but to correct it. If the lunch period can't be lengthened, then the attendance policy will have to be strictly enforced. It's against the law to pay employees for conducting personal business. While you can go too far in enforcing work rules, the situation here is widespread and habitual, and involves substantial amounts of time. It's got to be corrected. The employees will just have to cash their checks on their own time.

b. Management at USAAPP is aware that activity employees have been subject to a number of job related irritants of late. The belt tightening that the activity has undergone has resulted in some inconvenience due to supply shortages and reduced maintenance of equipment and facilities. Persistent rumors of cutbacks and contracting out have created widespread anxiety over job security. Morale has also been affected by actual and threatened erosion of Federal employee benefits and pay.

c. While these things are all problems, management believes that the activity has been a good employer and that most of its employees are loyal. They reason that, when the work force sees why this change is necessary, they'll fall into line.

d. The management team is not so sure about the union's position in this matter. Ables is an unknown quantity as a union leader. He is known to be competent and a hard worker, but has not been noted for willingness to cooperate with his supervisors. Some of the members of the management negotiating committee think he will use the lunch hour issue for his own personal ends and try to solidify his position by grandstanding. They find such behavior disloyal and shortsighted. Others believe that, if he can only be made to understand, Ables will see it their way.

D-5. Union Background Information.

The union's executive committee, composed of Hadley Ables and his supporters, is furious at COL Taylor's proposed change. Added to the general deterioration of working conditions at USAAPP, they view it as the straw that broke the camel's back. They are tired of being pushed around and intend to put their foot down on this one.

a. Employees at USAAPP are satisfied with the current lunch hour and check cashing policy. The proposed change would cause problems for them for a number of reasons. The work day is long enough; requiring employees to extend it for a half hour every day just so that they won't be a few minutes late coming back to work every two weeks is unfair. If, on the other hand, the attendance policy is strictly enforced, employees simply won't have the time to cash their checks during the lunch period and still get back on time. That means that they will have to do their banking after work or on Saturdays. Since the credit union is not open after the working hours of day shift employees, they will have to use other financial institutions. Many of the lower paid employees of the activity live from pay check to pay check. It's important to them to get their checks cashed right away and many of them have transportation problems which make it difficult for them to reach other credit unions and banks.

b. The executive committee believes that the management is showing incredible insensitivity to the legitimate needs

of the work force. Further, they don't see any legal problems with the existing practice. The Federal Personnel Manual says that supervisors have the authority to excuse occasional tardiness of less than an hour and that should cover the situation on pay day at USAAPP. After the sacrifices the work force has made to support USAAPP's mission, this is a slap in the face.

c. Ables and his supporters see this as an opportunity to get some real support for Local 13 of BAM. Ables was elected by a narrow margin in an election with a very low turn-out. Union membership has dropped below 15% of the eligible employees and the union treasury is nearly bankrupt. The window-period on the collective bargaining agreement is about to roll around and there are rumors that AFGE will file a petition with the FLRA to challenge BAM in a representation election. The way that executive committee sees it, they've got to succeed on this issue if they want to continue as a viable force at USAAPP.

D-6. Instructor/Observer Information.

Preparation. While emphasis in the simulation is not on preparations, students should be given the appropriate materials and assigned to teams as early as possible so that they can complete necessary preparations and get on with the application of progressive negotiations techniques to the relatively simple fact situation in the scenario. Students should be reminded that they are to begin substantive negotiations as soon as the union and management teams meet, using the ground rules which have been furnished to them.

a. **Monitoring.** Each negotiating group, composed of an equal number of management and union negotiators should be monitored (continuously if possible) and critiqued separately at the end of the negotiating session and before rejoining the main group. Emphasis should be placed on bargaining techniques, communications, and creative proposals.

b. **Assessing the Simulation.** While these instructions cannot describe all possible constructive and innovative approaches and techniques, some things to look for are:

- *The Collaborative Approach.* The scenario describes a problem which is tailor-made for collaboration. Each side has a problem which the other side has an interest in solving. While there are perceptual gaps and attitude problems to overcome, the potential is there. The first thing to look for is whether the negotiators attempt to identify their common interests and search for solutions that will satisfy both sides. Some proposals which lend themselves to this approach are:

- Flexitime.* A flexible work schedule could allow employees to take the extra time they need for lunch only on the days they need it, without costing the activity any wasted time.

- Change in Credit Union Hours.* Credit unions are usually responsive to the employees they serve. The activity and the employees could influence the credit union to establish later office hours. This wouldn't solve the problem, but it could help.

- Check to Bank.* Like all Army activities, USAAPP offers its employees the option of having their pay checks sent directly to the bank. This option could be publicized as a partial solution to the problem. Obviously, this wouldn't resolve the matter since many employees need the money in hand right away, but greater use of check to bank could cut down on the congestion at the credit union.

- Automatic Banking Service.* Another possible partial solution to the problem, related to check to bank service, would be to approach the credit union or one of the city's major banks about installing an automated teller in the USAAPP building. That way, employees who had their checks mailed to the bank could make withdrawals immediately at the worksite. This would have the advantage of allowing employees to do their banking before or after hours as well as during the lunch period. It would also cut down on congestion at the credit union. This solution could create problems of its own (e.g., bank competition with the credit union) and there is no guarantee that anyone would be willing to supply the service. Nevertheless, it has potential as a creative solution to the problem.

- Compromise.* While compromises are not fully satisfactory to anyone, they are often the only way to solve a problem. Extension of the lunch period to 45 minutes would save wasted time for the Activity without extending the working day for very long.

- Joint Study.* If the parties get to the point of perceiving common interests and problems, even if they don't agree on specific solutions, they may be able to agree to a joint study group to find a solution which is satisfactory to all. The group might look at such things as the automated teller and credit union hours. The problem with that approach in this fact situation is that both parties are subject to time pressure. Nevertheless, particularly if tied to an interim change in the policy, it might be a fruitful approach.

- *Trial Periods.* If the parties reach a point where they are examining proposals which show promise, but with which one or both sides are not comfortable, it might make sense to agree to try the new policy out for a specified period with the understanding that, if both parties are not satisfied, the agreement will be renegotiated. While final agreement is usually preferable, this may sometimes be the only way to reach agreement.
- *Education.* This is a situation in which both sides, but particularly the management side, could benefit greatly from attempts to educate the other. A briefing given to the union team detailing the commander's productivity program and the reasons for it, including the Defense Department's contracting out policy, could be very helpful. Though there is probably less potential for the union side, they could present information on the work force's morale and its reaction to the proposed change.

- *Questioning.* There is substantial potential in this fact situation for the use of good questioning technique. The proposals of the parties seem relatively clear, but the motivations and concerns that underlie them bear examination. Particularly if the teams do not attempt to educate each other, good questions will be important to the negotiations.
- *Communications Techniques.* The observer should look for good and bad communications techniques such as those discussed in the lecture (e.g., loaded expressions, body language, communications style, summarization). In addition to the approaches and techniques specifically mentioned in the foregoing, observers should be thoroughly familiar with the material covered in the lecture and should examine how it is applied during the simulation. Any other techniques or approaches which appear to be especially effective or counter productive should also be noted.
- *Feedback.* After the work groups have been critiqued individually, the observers should confer with the instructor during the break. When the main group reassembles, the instructor should discuss the exercise as a whole and make observations on particularly effective approaches and techniques and on group problems. Students should then be given the opportunity to comment on any aspect of the simulation.

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